

General Terms and Conditions of Sale (CGV) – PLAYLOUNGE – Hotel – Lobby (‘Hospitality EU Version’)

1. Purpose of the Contract

This contract governs the terms and conditions under which Playlounge SAS, a simplified joint-stock company (société par actions simplifiée) registered with the Paris Trade and Companies Register under number 943 848 291, provides to a professional accommodation client (Hotel, Camping, etc.) (hereinafter referred to as the “Hotel Client”) a video game streaming service intended for use within its establishment and made available to its end customers (hereinafter referred to as the “Service”).

The Service includes two complementary components, provided under a single plan:

- Playlounge Hotel Content Plan: access to a gaming platform offering a curated selection of licensed games obtained from publishers for this purpose;
- Access Unlimited or Access Flex: virtual machine, bandwidth management, technical support, maintenance, and system supervision.

Both components — the Content Plan and the Access Plan — are inseparable for the proper functioning of the Service and require the use of a terminal (hardware or app) approved by Playlounge.

2. Description of the Service

2.1. Playlounge Hôtel Content Plan

This service includes access to the Playlounge streaming platform, which provides a curated selection of licensed games, delivered through a set-top box terminal or a connected display approved by Playlounge. Use of the Service is authorized in one area of the establishment per subscription, for use by the establishment’s clientele or as free access within the establishment’s public areas. The game catalogue is regularly updated and may evolve without prior notice, depending on current licensing agreements and the technical requirements of the platform.

2.2. Playlounge Access Plans

The Playlounge Access offers enable the activation, proper operation, and technical supervision of the Service.

They include:

- access to the Playlounge cloud (virtual machine);
- management of dedicated bandwidth;
- remote technical support;
- maintenance and monitoring operations.

Two plans are available:

- Access Unlimited: unlimited access to the Playlounge cloud, on one terminal, for the entire subscription period associated with the Playlounge Hotel Content Plan;
- Access Flex: access to the Playlounge cloud for the entire subscription period associated with the Playlounge Hotel Content Plan, including a variable cost calculated according to the actual number of service-usage hours, invoiced at the end of each subscription period.

2.3. Conditions of Use

Without an active subscription to an Access service (Unlimited or Flex), the Hotel Content Plan service cannot be activated or used. Access to the Service requires the use of a compatible terminal or connected display approved by Playlounge. Playlounge reserves the right to suspend access in the event of non-compliance with the technical or contractual prerequisites.

3. Souscription et Activation

The Client subscribes online to the Playlounge Pack (including the two services described above — Playlounge Hotel Content Plan and Playlounge Access — with the option of their choice) and selects, at the time of ordering, the applicable pricing plan.

Activation of the Service becomes effective after payment confirmation by the payment service provider.

At the time of subscription, the Client may choose between a SEPA direct debit, or a credit card payment, processed via Stripe or GoCardless. In all cases, invoicing and subscription management are centralized via Stripe Billing, regardless of the payment collection method used. Playlounge uses Stripe and GoCardless as its systems for invoicing, payment collection, VAT management, and SEPA direct debit processing. Both services are interconnected to ensure the automated tracking of payments. Clients initially billed by credit card may, at any time, switch to a SEPA mandate without any service interruption. All invoicing remains fully managed by Stripe Billing.

During the online subscription process, the Client must check the box stating: “I have read and accept the General Terms and Conditions of Sale and the Privacy Policy (GDPR).”

This validation constitutes an express, dated consent, recorded and stored within Stripe’s systems as proof of contractual acceptance. Without this validation, the order cannot be finalized.

4. Duration and Termination

This contract is concluded without any fixed term and is automatically renewed at the end of each monthly or quarterly billing period, depending on the option selected by the Client.

The Client may terminate the subscription at any time, either from their personal online account or by written notice sent to Playlounge. Termination becomes effective at the end of the period already paid for, and no refund shall be due for the current billing period.

By way of exception, in the event of termination during the trial period, the Client shall be entitled to a pro rata refund of the portion of the subscription period falling beyond the trial period, provided that the Service has been used in accordance with its intended purpose.

Playlounge SAS reserves the right to suspend or terminate the subscription in the event of non-compliance with these Terms and Conditions; non-payment or a rejected debit; or abusive, improper, or fraudulent use of the Service.

Termination of the contract results in the deactivation of access to the Playlounge platform and, where applicable, the suspension of associated support and maintenance services.

5. Pricing and Payment terms

The price of the Service depends on the plan selected by the Client online and on the chosen Access option (Unlimited or Flex). A single invoice covers all components of the Playlounge Pack, including both the Playlounge Hotel Content Plan and the Playlounge Access services.

Payment for the Service is made either by SEPA direct debit, or by credit card, via the Stripe or GoCardless platforms. For any SEPA direct debit payment, the Client must complete an electronic SEPA mandate at the time of subscription. This mandate constitutes an authorization for recurring debits for subsequent subscription periods.

For business clients (B2B), including those using SEPA Core payments, the Client expressly waives the eight (8) week refund right provided under SEPA Core rules. By accepting these Terms and completing the SEPA mandate, the Client acknowledges that all payments are final once executed, and that no post-debit refund may be requested from their bank.

Payments are collected in advance for each subscription period, according to the frequency selected (monthly or quarterly).

In the event of non-payment, default, or rejected debit, Playlounge SAS reserves the right to:

- temporarily suspend access to the Service until full payment is received; and/or
- terminate the subscription automatically, after a notice of default remains unheeded.

The applicable prices are those in effect on the date of the order and may be revised by Playlounge at any time, subject to at least thirty (30) days' prior notice communicated to the Client.

6. Supplier's Commitments

Playlounge SAS undertakes to provide continuous access to the Service, 24 hours a day, 7 days a week, except during scheduled maintenance operations or in cases of force majeure. Any scheduled maintenance will be notified in advance to the Client by email or through the administration dashboard.

Playlounge aims to maintain an annual service availability rate of at least 99%, provided that both components of the Service are active and fully paid; and the Client complies with the technical requirements for installation and access.

7. Client's Commitments

The Client undertakes to use the Service solely under the conditions set forth herein, for the purposes of providing access to their establishment's clientele or for free use within the public areas of the establishment.

The Client shall refrain from copying, modifying, reselling, distributing, leasing, or otherwise misusing the Service or any associated software; circumventing security or access control mechanisms; using the Service on equipment not approved or supplied by Playlounge.

The Service must be used exclusively through the set-top box or the application purchased or obtained from Playlounge, and on equipment approved by Playlounge.

The Client acknowledges that proper operation of the Service requires compliance with the technical specifications outlined in the installation guide provided by Playlounge, including ensuring that the necessary network ports are open and accessible for cloud access.

The Client is solely responsible for the safekeeping, use, and maintenance of any equipment provided or purchased from Playlounge SAS.

Playlounge SAS shall not be held liable in the event of loss, theft, breakage, deterioration, or malfunction of the equipment resulting from improper or non-compliant use, negligence or incorrect installation; accident, shock, power surge, or mishandling occurring after delivery.

The applicable replacement fees for damaged or lost equipment are available on Playlounge's official website at: www.playlounge.games/accessories

8. Intellectual Property

All elements constituting the Service — including, but not limited to, the games, software, interfaces, visual and audio content, texts, images, logos, trademarks, and the overall structure of the platform — are protected under national and international intellectual property laws.

These elements remain the exclusive property of Playlounge SAS or, where applicable, of its licensing partners.

During the term of their subscription, the Client is granted a personal, non-exclusive, non-transferable, and non-assignable right of use, strictly limited to the use of the Service on a single screen or terminal within the subscribed establishment; and/or free access provided to the public within the establishment's shared or public areas.

Any use of the Service outside this scope, or on unauthorized equipment, is strictly prohibited.

The Client shall not reproduce, copy, adapt, modify, decompile, distribute, or attempt to access the source code of the software used in connection with the Service.

Any violation of these provisions may result in the immediate suspension of the Service and may expose the Client to civil and criminal liability, in accordance with Articles L.335-2 et seq. of the French Intellectual Property Code.

9. Liability

The liability of Playlounge SAS may only be incurred in the event of a proven fault directly attributable to it and, in any event, shall be strictly limited to the total amount actually paid by the Client for their subscription during the three (3) months preceding the event giving rise to the claim.

Playlounge SAS shall not be held liable for:

- interruptions, slowdowns, or unavailability of the Service resulting from a force majeure event within the meaning of Article 1218 of the French Civil Code;
- failures, breakdowns, or interruptions affecting the Internet networks, computer systems, servers, or connections used by the Client;
- interruptions resulting from the absence, suspension, or deactivation of the Playlounge Access (Support) service or the Playlounge Content service, when these are necessary for the normal operation of the Service.

The Service is provided "as is", without any express or implied warranty of fitness for a particular purpose.

Under no circumstances shall Playlounge SAS be held liable for indirect damages, including but not limited to, loss of business, loss of data, or commercial harm suffered by the Client, regardless of the cause.

10. Données Personnelles et GDPR

The personal data collected are necessary for the management of the Service, invoicing, and the commercial relationship. Playlounge SAS undertakes to process such data in strict compliance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and with the French legislation applicable to personal data protection. The processing of data is based on:

- the performance of the contract binding Playlounge SAS and the Client; and
- compliance with legal obligations relating to the retention of accounting and invoicing records.

Data are retained only for the period strictly necessary for the purpose for which they were collected. Billing data are kept for ten (10) years from the date of issue, in accordance with Article L.123-22 of the French Commercial Code.

In accordance with Articles 15 to 22 of the GDPR, the Client has the right to access, rectify, erase, object to, limit, or transfer their personal data.

These rights may be exercised by contacting Playlounge SAS at the following email address: gdpr@playlounge.games

Personal data are not shared with any third party without explicit consent, except in the event of a legal obligation or a request from a competent authority.

Playlounge SAS uses certified subcontractors, acting on its behalf and under its responsibility, for payment processing and subscription management.

These subcontractors comply with the GDPR and the EU–UK Data Privacy Framework, namely:

- Stripe Payments Europe Ltd (Ireland) – payment processing, invoicing, and billing reminders;
- GoCardless Ltd (United Kingdom) – SEPA direct debit management.

Playlounge SAS's full Privacy and Data Protection Policy is available online at www.playlounge.games/privacy

11. Amendment to the Terms

Playlounge SAS reserves the right to amend these General Terms and Conditions at any time, in particular to adapt them to changes in the Service, to legal or regulatory requirements, or to technical or commercial developments.

Any substantial modification shall be notified to the Client at least thirty (30) days prior to its effective date, by email or through the client dashboard. If the Client does not terminate the contract before the effective date of the new terms, the Client shall be deemed to have accepted them.

12. Governing law and Jurisdiction

This contract is governed by French law. Any dispute relating to the interpretation, performance, or validity of these General Terms and Conditions shall fall under the exclusive jurisdiction of the courts of the jurisdiction in which Playlounge SAS has its registered office, even in cases involving multiple defendants or third-party claims.

13. Trial Period

The Client benefits from a free trial period of thirty (30) days starting from the initial activation of the Service. In the case of a prepaid quarterly subscription, the Client may terminate the subscription at any time during this period. In such case:

- the unused portion of the subscription will be refunded on a pro rata basis for the remaining period beyond the thirty (30) days of the trial; and
- any hardware purchased and returned in its original condition will be refunded using the same payment method as that used for the initial transaction (GoCardless for SEPA payments, Stripe for credit card payments).

Refunds are made within a maximum of fourteen (14) days from receipt of the returned hardware or from the validated termination request.

Specific Terms – Hardware Purchase

1. Purpose of the Hardware Sale

This section defines the terms and conditions applicable to the purchase of hardware offered by Playlounge SAS, independently of any subscription to the PLAYLOUNGE services.

2. Description of the Hardware Provided

The hardware offered for purchase includes:

- One PLAYLOUNGE set-top box and its HDMI connection cables for use with a Television;
- Two game controllers, each supplied with a cable extension for improved accessibility.

3. Payment Terms

The hardware is invoiced at the time of ordering, and payment is due immediately.

Payment may be made by credit card or bank transfer.

4. Delivery

The hardware is shipped to the address provided by the Client at the time of ordering.

Delivery times are specified at the time of order confirmation and may vary depending on the destination.

5. 30-Day Trial Offer: Return and Refund Conditions

The Client may exercise their right to return the hardware and terminate the service within 30 days from the service activation date, provided that:

- the hardware is returned in its original packaging,
- is in perfect working condition, and
- is complete with all accessories.

Returns must be sent to the following address: Playlounge SAS – 11 rue de Luynes, 75007 Paris, France.

If the return does not comply with these conditions or is made after the deadline, the hardware will not be eligible for return or refund.

6. Exclusions

Any hardware showing signs of abusive use, abnormal wear, or damage shall not be eligible for refund.

Similarly, any late return beyond the 30-day period will not be accepted.

7. Droit applicable

This contract is governed by French law.

Any dispute shall fall under the exclusive jurisdiction of the courts of the registered office of Playlounge SAS..